



CITY OF RIDGECREST

Telephone 760 499-5083

FAX 760 499-1580

100 West California Avenue, Ridgecrest, California 93555-4054

Dennis Speer, Public Works Director

February 13, 2009

Dear Prospective Proposers:

SUBJECT: Request for proposals for the preparation of plans, specifications and engineering for the reconstruction, widening and signalization of Ridgecrest Boulevard from China Lake Boulevard to Mahan Street

The City of Ridgecrest requests proposals from qualified consultants to prepare plans, specifications and perform engineering services for the reconstruction, widening and signalization of Ridgecrest Boulevard from China Lake Boulevard to Mahan Street.

The City has budgeted for the services of a consultant to prepare these construction documents and perform related engineering services. The project work should be completed within nine months of award. Proposals, including a separate cost proposal, must be submitted to the City of Ridgecrest no later than 2:00 p.m., March 13, 2009 and addressed to:

Ms, Rita Gable, City Clerk
City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555

For additional information, please contact Ms. Karen Harker at (760) 499-5083 or kharker@ridgecrest-ca.gov and access to the City of Ridgecrest's website at www.ci.ridgecrest.ca.gov.

Sincerely,

Dennis Speer
Public Works Director

City of Ridgecrest

Request for Proposal



Proposals Due: 2:00 p.m., March 13, 2009

REQUEST FOR PROPOSAL

FOR

PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEERING FOR THE RECONSTRUCTION, WIDENING AND SIGNALIZATION OF RIDGECREST BOULEVARD FROM CHINA LAKE BOULEVARD TO MAHAN STREET

City of Ridgecrest Public Works Department

City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555
(760) 499 5082
FAX (760) 499 1580

Issuance Date: February 13, 2009

Proposal Due Date: March 13, 2009

REQUEST FOR PROPOSAL

The City of Ridgecrest is the lead agency on a project to widen and improve West Ridgecrest Boulevard between China Lake Boulevard and Mahan Street. The City anticipates that it will be allocated funding by the California Transportation Commission through Caltrans from the State Transportation Improvement Program (STIP). In order to complete this project in the deadlines imposed by the funding source, the City is seeking proposals from professional engineering consultants to perform the final engineering for this project. The most significant work expected to be performed by the consultant are right of way acquisition services and preparation of final plans, specifications and engineer's estimate for construction.

Environmental clearances have been completed and a preferred alignment has been approved. This project may receive federal funding through the STIP, so all work must comply with local, State, and Federal requirements.

The City intends to select a consultant to provide these services based upon the information in the proposals submitted in response to this Request for Proposals (RFP). The prospective consultants' proposals will be evaluated and ranked according to the criteria provided in this RFP. The City expects to make a selection of the top ranked consultant based upon the information in the proposal, reference checks, and the interview presentation. The contract will be awarded to the selected consultant following a pre-award audit in compliance with Chapter 10 of the Caltrans Local Assistance Procedures Manual. A formal notice to proceed to the selected consultant will occur immediately following City Council's award of the contract to the selected consultant.

Liquidated damages may be imposed for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the contract. The precise language of this clause is being prepared by the City and will be provided to the consultant prior to the execution of the contract.

Time is of essence in this project. The contract agreement will specify a completion period of nine months from the issuance of the formal notice to proceed.

BACKGROUND AND PROJECT DESCRIPTION

The City of Ridgecrest is proposing to widen, reconstruct and signalize Ridgecrest Boulevard from Mahan Street to China Lake Boulevard using Regional Transportation Improvement (RTIP) funds administered by the State of California Department of Transportation (CALTRANS). The current estimated construction cost is \$8,025,000. This request for proposal is for the preparation of plans, specifications and engineering that comply with City, State, and Federal requirements.

A Project Study Report and Environmental Impact Report were completed by in 2001. From the findings of these reports a preferred design option was chosen and approved by CALTRANS and the City of Ridgecrest. Hard copies and electronic copies of the approved plans will be made available upon request. The project is in the Regional Transportation Improvement Plan as project number KER010106.

This project is located in Kern County within the City of Ridgecrest (Appendix A) on West Ridgecrest Boulevard, The project limits are between Mahan Street and China Lake Boulevard (SR 178) along West Ridgecrest Boulevard (Appendix B) which is a distance of 1.5 Miles. The proposed construction includes converting portions of West Ridgecrest Boulevard from two-lane to four-lane traffic and construction of center medians for control of left turns on the remainder of the route. All existing pavement will be removed and replaced and the grade adjusted at various locations. Existing road shoulders will be widened as required to accommodate additional lanes of traffic. New curb gutter and sidewalks will be completed, as needed, along the entire route with some realignment of existing

curb gutter and sidewalks as required. The project will include the signalization of two intersections, Power poles on the north side of Ridgecrest Boulevard between Downs Street and Mahan Street will be relocated in order to accommodate road construction. The project may be phased. The limits of Phase I would be between Norma Street and China Lake Boulevard. The limits of Phase II would be from Mahan Street to Norma Street.

SCOPE OF WORK

Task 1 ---Work Plan and Schedule

Prepare and submit a work plan and schedule for the design phase of the project prior to commencement of work.

The Scope of work to be provided includes professional services to manage and coordinate the technical elements of the work. The work elements are described in the following tasks:

Task 2 — Project Management

Conduct periodic Project Development Team meetings. Prepare news releases and brochures in English, and maybe Spanish, as needed, and make public presentations to boards and councils. Coordinate the work of sub consultants. Prepare a monthly progress report along with invoicing for work performed by the consultant and sub consultants. Provide document Quality Control/Quality Assurance review of all project documents. Ensure that the work on the project remains on schedule

Task 3— Update Surveys/Mapping

The Consultant shall utilize existing mapping, aerials and surveys whenever possible and update and expand mapping where necessary. Consultant will research surveys; deeds to show legal boundaries; property lines; easements; encumbrances; plot current topography; improvements; plot existing utilities and related facilities in plan and profile. Engage the services of a Licensed Surveyor to obtain additional field surveying for the proposed project limits or features including placing property corners and records of surveys, as needed. Plot the preferred alignment and show proposed right of way and temporary construction easements. Stake existing and proposed right of way as necessary.

Task 4 — Field Investigations/Geotechnical//Research

Review available reports/documents from the City and adjacent projects. Perform soil boring sampling and testing as needed. Utilize the existing roadway structural section where possible. Perform testing and investigations for hazardous materials as necessary

Task 5 – Drainage Perform

Review hydrologic and hydraulic studies for existing and proposed drainage facilities. Prepare a roadway drainage report including complete set of profiles and drainage patterns of all roadways and a base map with all existing and proposed drains. Set a profile and curb and gutter grades for the entire project. Ensure project design controls storm water runoff quality and quantity.

Task 6 — Utility Coordination Obtain

The Consultant will need to provide a list of all utility contacts in the project area. Obtain information on utility locations for mapping. Prepare utility conflict maps clearly delineating existing and proposed utilities in current and final locations. Research whether utilities are on the City's right of way under a franchise or if they have a prior easement. Perform all preconstruction utility relocation work in compliance with Caltrans and FHWA requirements. Prepare an estimate of utility relocation costs. Coordinate work with the water district and review facility relocations to ensure they are consistent with the widening project and fairly compensate the district for work necessary for relocation.

Task 7 — Right of Way Acquisition Services

Research and define existing right of way and determine how title is held (i.e. fee simple or easement) to the centerline of the road and include on base plans. List all encumbrances shown on the title reports, and the location of existing public and private utilities obtained from utility companies, and include on the base plans. Prepare right-of-way exhibits for every affected parcel based on the final alignment and right-of-way. The exhibit will include APN, address, owners name, existing access, physical features impacted (walls, gates, driveways, fences, structures, trees, etc) and will assist the appraiser and acquisition agent in communicating with the property owners. Consultant will obtain and review all information pertaining to property ownerships (including title reports), land use, business operations, access, right of way exhibits, proposed roadway alignments, record mapping, presence of hazardous materials, and appraisals. A plat and legal description will be prepared for all temporary and permanent easements and for all fee takes.

All right-of-way appraisals and acquisitions shall be performed in accordance with current City, State, and Federal policies and procedures. Meet with Caltrans Local Program Right of Way Coordinator to ensure that procedures are being followed. Develop specific project procedures with City staff and the City Attorney. Consultant is to prepare right of way agreements in the prescribed format. Consultant will obtain appraisals on the affected properties utilizing an independent appraiser. Coordinate with City staff to prepare priority list for phasing acquisitions.

Prepare table of all properties to show order of priority, owner contact information, and physical address, status of appraisal and acquisition, date of offer, date of owners meetings and date of owner contact. Maintain a file on each acquired parcel containing all information pertinent to its acquisition.

Consultant will prepare offers, meet with property owners and negotiate the acquisition of the properties and easements in conformance with City guidelines and funding source requirements. Consultant will also prepare and deliver to the City, required acquisition documents, including agreements with owners and deeds, ready for execution by the City. Consultant will prepare business and residential relocation informational brochures in English and Spanish relying on Caltrans' brochure.

At the conclusion of the right-of-way acquisition process, the Consultant will prepare the Right-of-way Certification documentation and submit and gain approval from Caltrans.

Task 8 Field Surveys

The Consultant shall provide all necessary field surveys necessary for the design phase of the project.

Task 9—Traffic

Consultant will locate and design median openings for private driveways and turn pockets for public roadways. Design traffic striping, marking and signing. Design two new traffic signals. Prepare traffic control and staging plan to be used during construction. Accommodate required pedestrian, ADA and bicycle facilities.

Task 10—Environmental Permitting

Obtain applications and permits as necessary, based on approved Mitigation Monitoring and Reporting Program approved with the Environmental Impact Report. Ensure that project design and specifications comply with the requirements of the environmental document.

Task 11— Final Design (Plans, specifications, Estimate (PS&E))

Consultant will submit plans at three levels of design. Prepare plans, specifications, and estimate compatible with a City format using the most recent Caltrans Standard Specifications as a basis, modified for City, Caltrans, and FHWA requirements. Submit outline specifications at the three levels of design. Prepare estimates for the three design level stages, including the final. Plans, specifications and estimates may be segregated if different funding

sources, contracts or construction phases are identified.

The plans shall include all necessary details to allow construction of the improvements proposed. The Consultant shall have access to all improvement plans on file with the City of Ridgecrest. The hard copy of the plans shall be on mylar. The Consultant shall provide two copies of the plans to all utilities in the area for their review and comment. All comments and information provided by the utilities shall be incorporated into the plans. The City of Ridgecrest shall provide to the Consultant a copy of the Engineering Standards of the City of Ridgecrest. For items to be constructed which are not covered by these Standards the Consultant shall base their design on the current edition of CALTRANS Standard Plans and Specifications or FHWA/AASHTO standards as required. The Consultant shall provide a list of estimated quantities of construction items and an estimated construction cost for the project.

The Consultant shall prepare specifications for the materials to be used in conformance with Engineering Design Standards and Details of the City of Ridgecrest and subject to CALTRANS approval. Items which are not covered by these Standards shall be specified in accordance with CALTRANS Standard Details and Specifications or FHWA/AASHTO standards as required.

The plans and specifications must be prepared in accordance with the standards of the City of Ridgecrest CALTRANS, or FHWA (AASHTO), as required, and approved by CALTRANS. The consultant shall provide one hard copy of both the plans and specifications stamped by a Registered Civil Engineer licensed to practice in the State of California. The consultant shall also provide an electronic copy of the plans in an AUTOCAD (AUTOCAD 2006 or earlier) format and an electronic copy of the specifications in Microsoft Word format.

The Scope of work to be provided includes professional services to manage and coordinate the technical elements of the work. The work elements are described in the following tasks:

SELECTION PROCESS

Task 12— *Schedule* Maintain and update a detailed project schedule for right of way acquisition, plans specifications and estimate preparation, environmental permitting and utility relocations.

1. All Proposals received by the specified deadline and determined to be in compliance with the terms of this RFP shall be reviewed by a selection committee composed of representatives from the City for content, cost of services, time required, related experience, and professional qualifications of the Consultant. Finalist Consultants shall then separately present their respective Proposals before a panel and other selected participants at a meeting to be held in Ridgecrest, California, time of day and date to be determined. Consultant(s)' oral presentation will allow restatement and development of qualifications, special skills and capabilities, and recommended approach to the project. Additionally, the panel will ask questions of the Consultant. The firm chosen by the panel will be recommended to the City Council for approval.
2. The City reserves the right to select the Proposal which in its sole judgment best meets the needs of the City. In addition, the City reserves the right to reject any and all Proposals, and in its discretion, may reissue the RFP. Consultants are solely responsible for the costs associated with the preparation and submittal of Proposals. The City assumes no liability or responsibility with respect thereto.
3. The selection process is designed to ensure that the Consultant's services are engaged on the basis of demonstrated competence and qualifications for the type of

services to be performed, at a fair and reasonable cost to the City and profit to the Consultant.

4. Employees of the City shall not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition stated in Government Code section 87100, et seq. Any person or business entity submitting a Proposal who has such a relationship with an employee of the City who may be involved in the selection process shall advise the City of the name of such employee in its Proposal.
5. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process, including, but not limited to, kickbacks or other unlawful consideration paid to an employee of the City, shall be disqualified from the selection process.
6. All Proposals received shall be effective and binding upon the proposer for a period of at least sixty (60) calendar days after the closing date for the submission of Proposals.

SELECTION CRITERIA

The following criteria will be used in the evaluation of the Consultants and their project teams:

1. Responsiveness to the Request for Proposal
2. Understanding the work to be done
3. Experience with similar kinds of work
4. Quality of staff for work to be done
5. Capability of developing innovative or advanced techniques
6. Familiarity with state and federal techniques
7. Financial responsibility
8. Demonstrated technical ability

PROPOSAL REQUIREMENTS

The requirements are provided for standardizing the preparation and submission of proposals by all consultants. The intent is to assist consultants in the preparation of their proposals and to assist the City and proposal evaluation committee by providing standards for comparison of Consultants' proposals.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Mr. Dennis Speer, Public Works Director
City of Ridgecrest
100 W. California Avenue
Ridgecrest, California 93555

The letter shall include the consultant's contact name, mailing address, telephone number, facsimile number, and email address. Include the offices where work will be conducted by the Consultant and listed sub consultants. The letter shall also indicate any conflicts or non-acceptability of the terms and conditions of the City's standard agreement. Proposed deviations and modifications to the contract agreement shall be noted and supporting reasons provided. The City will not consider changes to the agreement once consultant selection has been completed. The letter shall state that the Consultant and all sub consultants shall comply with all federal and State requirements and be willing to cooperate with a pre-award audit as required by Caltrans as may be applicable and are prepared to demonstrate that compliance to the City's satisfaction prior to contract execution.

The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list all current clients who may have a financial interest in the outcome of this contract.

The letter shall be signed by a principal of the firm authorized to legally bind the firm. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective consultant will be rejected.

2. Statement of Qualifications and Experience:

Identify Consultant's Project Director, Project Manager, sub consultants and other key staff. Describe the responsibilities of each and show the relationships on an Organizational Chart. Include resumes of key staff and previous project experience similar to the subject project. Identify the current availability of all key staff. The City must approve any changes in key staff and sub consultants after the award of contract before any change can be made.

Include three references for consultant and each sub consultant.

Describe the consultant firm's and key staff member's ability, experience and capacity for undertaking and performing the work. Include similar project work performed by the project team members. These projects must illustrate the quality and past performance of the project team. Provide contact names and current telephone numbers for each project.

Include three references for projects performed by the consultant for similar scope of work

The proposal shall contain two copies of the statement of Qualifications and Experience.

3. Scope of Work

The Scope of Work shall be a separate document from the qualifications statement and formatted so that it can be attached as Exhibit A to the City contract with minimal modifications. It shall be sufficiently detailed to prepare a cost estimate and correlate to the project schedule. The Scope of Work shall address the tasks identified in the Scope of Work listed in this RFP. Other services, which the consultant believes, are applicable to the project may also be included. The Scope of Work shall include a schedule, tied to the date of the execution of the contract with the Consultant which shows the anticipated completion times for each task.

The proposal shall contain two copies of the scope of work.

4. Cost proposal

In addition to a technical proposal, the prospective consultant should prepare a detailed cost proposal for the work to be performed. The cost proposal should detail all items that will be charged, including travel that will be involved in the project, and included in the bid amount. Costs should be segregated to show staff hours (fully-loaded hourly rates), classifications, and administrative overhead (general management and administrative expenses).

If subcontractors are to be used, the prospective contractor should indicate any markup that the prospective contractor plans to take on subcontracts. The same breakdown of subcontract costs should be provided as is required for contractor costs.

Failure to provide detailed cost breakdowns will be cause for rejection of the proposal.

5. Proposal Delivery

Consultants must submit one (1) reproducible original and five (5) bound copies of their technical and cost proposals. Cost proposals should be submitted under separate cover. Proposals should be addressed to:

Ms. Rita Gable, City Clerk
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

Proposals must be received by the City of Ridgecrest no later than 2:00 p.m. on March 13, 2009. Proposals will not be accepted after that time. All proposals become the sole property of the City of Ridgecrest and a part of its official records, without obligation on the part of the City of Ridgecrest, and may be used by the City as deemed appropriate.

This RFP should not be considered a contract or commitment on the part of the City of Ridgecrest. The City reserves the right to reject all proposals, to seek additional information from each proposal submission, or to issue another RFP if deemed appropriate.

ADDITIONAL INFORMATION

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interests of the City to do so.

The prospective consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City.

All products used or developed in the execution of any contract resulting from this RFP will become public domain.

Compensation under any contract resulting from this RFP will be based on audited rates developed through a qualifying City of Ridgecrest or Caltrans audit; sub-consultants whose fee is expected to exceed \$250,000 will be

subject to this same audit provision.

A sample of the proposed contract agreement is attached herein as Appendix C. The Consultant shall adhere to the provisions of this agreement. The Consultant shall advise the City, in the proposal transmittal letter, of any provision, which they have alternative wording, or any provision, which they cannot accept.

Contract award as a result of this RFP will be made without discrimination based on race, color, religion, age, sex, national origin, income status, or disability/handicap. Consultants must ensure that DBEs, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this project. The consultant is required to maintain all applicable DBE records germane to this study.

The Consultant selection process will be in accordance with Chapter 10 of the Local Assistance Procedures Manual of the Department of Transportation of the State of California. The one step Request for Proposals Method defined therein will be used to select the consultant.

The Consultant shall comply with the requirements of Government Code sections 1090, et seq., and 87100, et seq. relating to conflict of interest of public officers and employees during the term of the agreement.

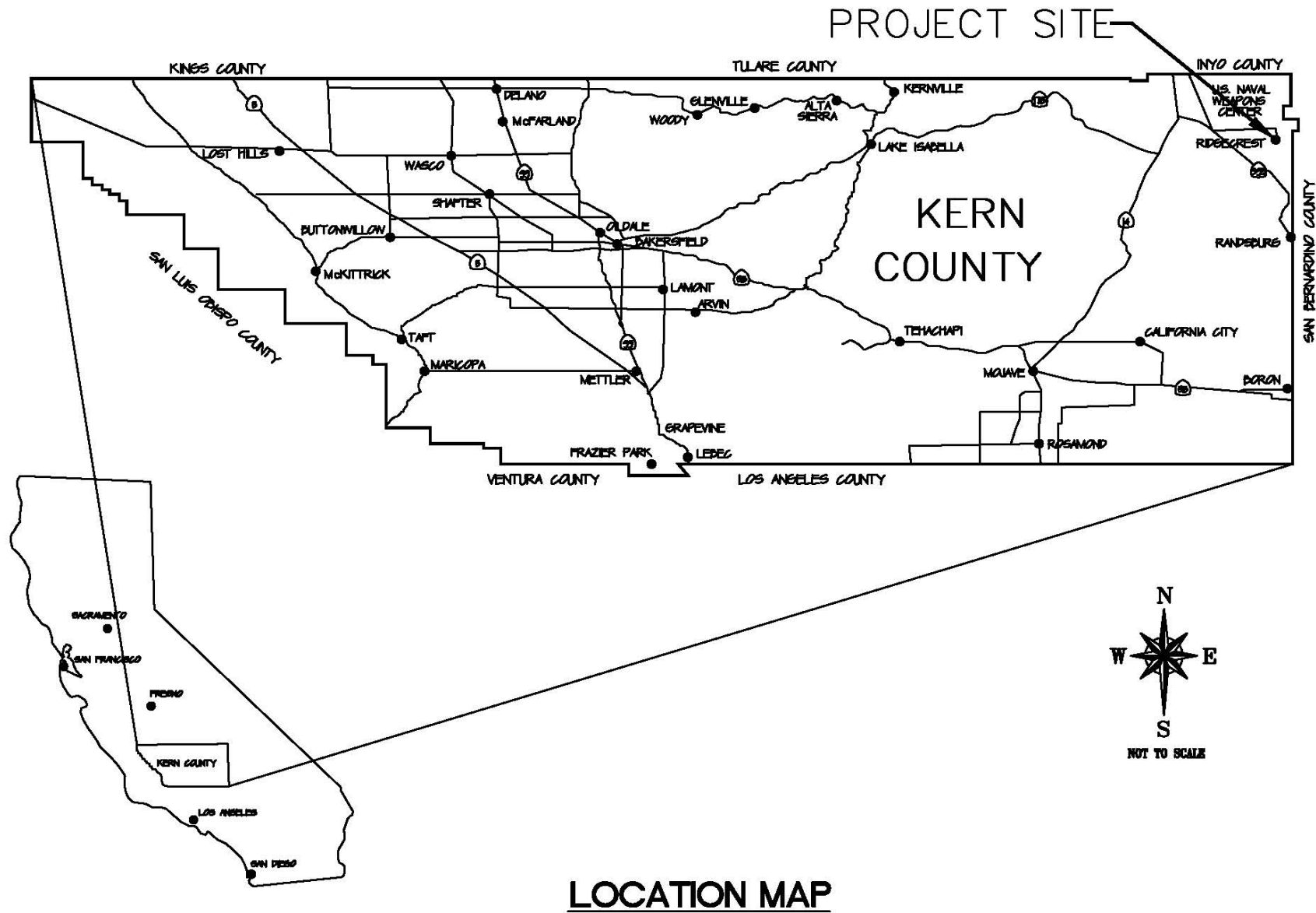
All questions relating to this RFP must be addressed in writing to Dennis Speer, City of Ridgecrest, 100 W. California Ave., Ridgecrest, CA 93555 by 5 p.m., March 1, 2009. Questions received after this time will not be answered. Responses to questions will be sent to all prospective consultants.

Attachment A – Location/ Vicinity Map of Ridgecrest

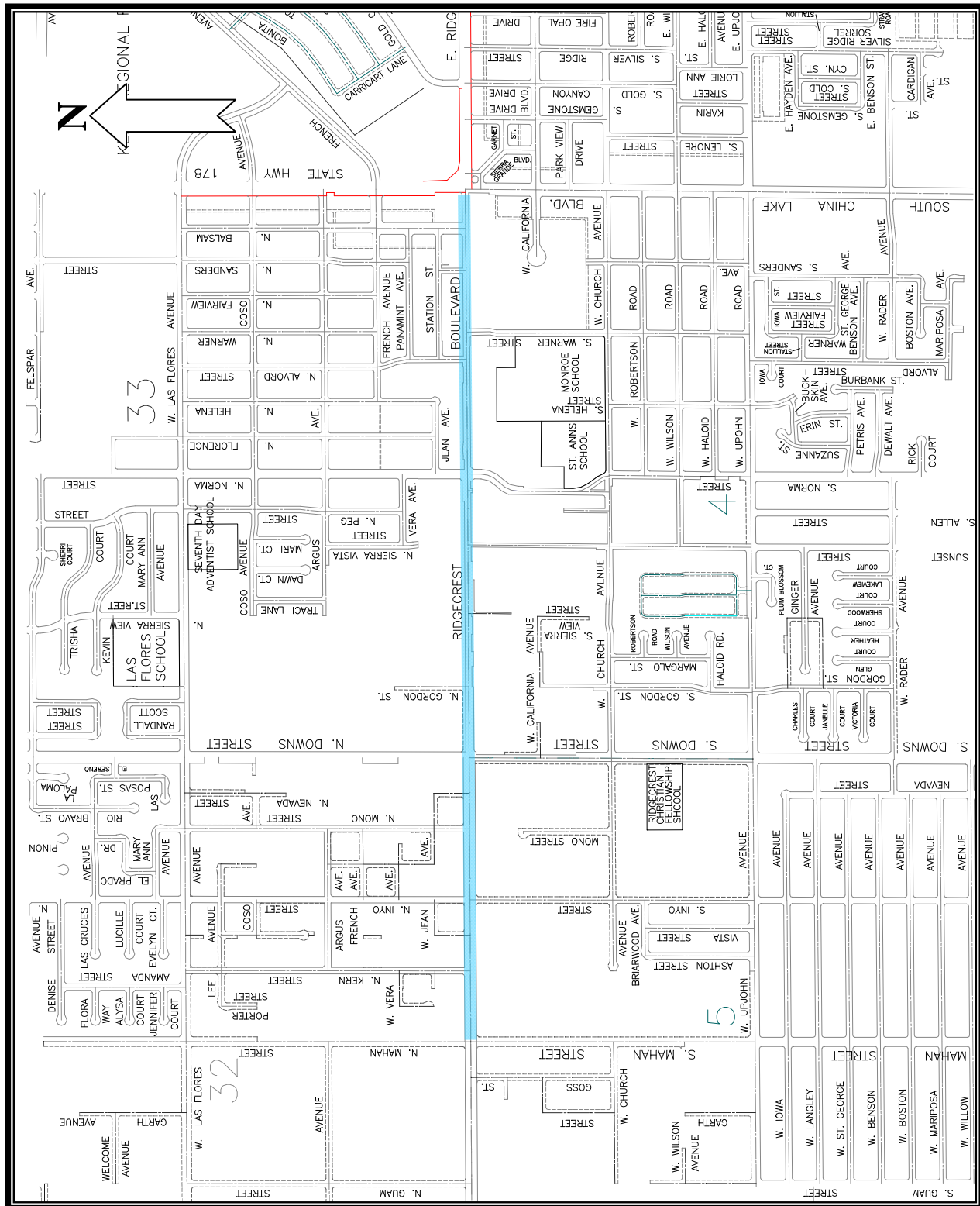
Attachment B – Project Map

Attachment C – Example Agreement

Attachment A



***West Ridgecrest Boulevard* - LOCATION MAP**



Attachment C

CITY OF RIDGECREST

CONSULTANT SERVICES AGREEMENT

**PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEERING FOR THE
RECONSTRUCTION, WIDENING AND SIGNALIZATION OF RIDGECREST BOULEVARD
FROM CHINA LAKE BOULEVARD TO MAHAN STREET**

As of _____, the CITY OF RIDGECREST, hereinafter "CITY", and, hereinafter "CONSULTANT" agrees as follows:

1. PURPOSE

This agreement sets forth the terms under which the CONSULTANT will provide services to the CITY.

2. SERVICES TO BE PROVIDED BY CONSULTANT

- A. CONSULTANT shall, as part of the basic professional service, employ at its own expense, qualified professionals, technicians, and engineers properly skilled in the various aspects of the Project. If sub consultants are engaged, CONSULTANT shall advise CITY in writing of their selection for purposes of approval prior to their performance of work. CONSULTANT shall pay to each sub consultant the amount due each sub consultant not later than fifteen (15) days after receipt of each progress payment or final retention payment.

3. ITEMS AND SERVICES TO BE PROVIDED BY CITY

The CITY shall provide access to the site and all records and files associated with the project.

4. COMPENSATION

- A. CONSULTANT agrees to accept for the performance of the professional services required by this Agreement and CITY agrees to pay CONSULTANT for such services the fixed fee provided hereinafter. In no event shall CITY 's obligations pursuant to this Agreement exceed a total sum of XXXX(\$XXX.00)
- B. Failure by the CONSULTANT to complete the tasks of this Agreement to the satisfaction of the CITY within the time agreed will reduce the value of the work or delay implementation of the proposed work. CITY shall incur no obligation to compensate, reimburse or pay CONSULTANT for work reasonably deemed unsatisfactory by CITY and if the work is not completed on time the contract price will be reduced by One Hundred Dollars (\$100.00) for every calendar day of delay, unless the time limits are extended by CITY in writing.

- C. Payment of the fixed fee by CITY to CONSULTANT shall be in accordance with the CONSULTANT'S Proposal of XXXXX. CONSULTANT may submit a billing 60% of said proposal upon submission of the plans and specifications for review by the CITY. The CONSULTANT may submit a final billing to the CITY only after the plans and specifications have been reviewed by the CITY, all revisions to the plans and specifications requested by the CITY have been made by the CONSULTANT and the plans and specifications have accepted by the CITY.
- D. CONSULTANT shall submit a verified written billing to the CITY. Additionally, CONSULTANT agrees to maintain records of time and attendance and other items which will result in costs to CITY and which are in support of services specified herein. CONSULTANT shall submit a written record of those items which are relevant to each billing period with its corresponding invoice. Upon receipt and approval by CITY of such billing, CITY shall cause payment to be made to CONSULTANT in the amount specified. CITY agrees to make payment pursuant to approved invoices to annuitant within thirty (30) days of receipt of the invoice except as provided in Civil Code section 3320.
- E. If the CITY disputes in good faith any portion of any amount due the consultant, CITY may withhold payment in an amount not to exceed one hundred fifty percent (150%) of the disputed amount. The fact CITY makes payment under this Agreement shall not be interpreted to imply the CITY has approved of the quality of the services rendered by the CONSULTANT or CONSULTANT'S agents or employees.

5. TERMINATION OF AGREEMENT

This Agreement may be terminated by CITY upon giving ten (10) days written notice to ENGINEER. If the agreement is terminated CITY shall pay to ENGINEER, as full payment for all services actually and satisfactorily rendered hereunder up to the notice of termination. Consideration shall also be given to both satisfactorily completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the CITY or in possession of the CONSULTANT. Upon acceptance of said payment by CONSULTANT, the above referenced documents shall be delivered to and become the property of CITY

6. INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 001 (Ed. 1/87) covering

- Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 4. Errors and Omissions liability insurance appropriate to the CONSULTANTS profession. Consultant's coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

F. Verification of Coverage

CONSULTANT shall furnish the CITY with original certificates and amendatory endorsement effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the city's forms provided those endorsements conform to the City requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Maintaining Coverage

If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, CITY may purchase such required insurance coverage and, without further notice to CONSULTANT, may deduct from sums due to CONSULTANT any premiums and associated costs advanced for such insurance. If the balance of monies obligated to CONSULTANT pursuant to this Agreement are insufficient to reimburse CITY for the premiums and any associated costs, CONSULTANT agrees to reimburse CITY for the premium and pay for all cost associated with the purchase of said insurance.

7. INDEMNIFICATION

CONSULTANT shall indemnify, defend (upon request of CITY) and hold harmless CITY, and CITY'S officers, agents and employees and each of them, from any and all actions, claims, demands, liabilities, losses, damages, and expenses (including but not limited to attorney's fees) of any kind or nature proximately caused by: (a) the negligence of CONSULTANT, its officers, agents, employees or independent contractors; or (b) the failure of CONSULTANT, its officers, agents, employees or independent contractors to exercise that degree of skill and care customarily exercised by similar professionals when providing similar services.

8. HAZARDOUS MATERIALS

It is understood and agreed that CONSULTANT'S services herein do not include the treatment or handling, or potential or existing hazardous materials, pollutants, or asbestos. If the CITY or CONSULTANT is aware of, or becomes aware of, elements of any of the above in the Project for which CONSULTANT is to provide services, CITY or CONSULTANT shall immediately notify the other party in order for the CITY and CONSULTANT to renegotiate necessary services according to Section V of this

Agreement.

9. DBE PARTICIPATION REQUIREMENTS

A. Disadvantaged Business Enterprise (DBE) Participation

1. The City has established a ___% goal for the participation of DBE for this Agreement. The Consultant shall be fully informed respecting Part 26, Title 49, Code of Federal Regulations, which is incorporated by reference, and is urged to obtain DDE participation.

2. It is the policy of the City that certified DBE firms shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant shall ensure that certified DBE firms, as defined in said Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. The Consultant shall not discriminate on the basis of race, color, national origin, or sex et.al. in the award and performance of sub consultant. Failure to carry out the requirements of this paragraph shall constitute a breach of the Agreement and may result in termination of this Agreement or such other remedy the City may deem appropriate.

3. If DBE participation is obtained, the Consultant shall maintain records of all sub consultant agreements entered into with DBE sub consultants and records of materials purchased from DBE suppliers. Such records shall show each sub consultant's and vendor's name and address and the actual dollars paid to each. Upon completion of the Agreement, a summary of these records shall be prepared, certified correct and submitted on the form "FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST – TIER SUBCONTRACTORS", (See Exhibit I), or equivalent, by the Consultant to the City's Contract Administrator showing total dollars paid to each DBE sub consultant and supplier. Included in Exhibit I is a copy of "Local Agency Bidder DBE information" (Exhibit 15-G, LAPM) and is made part of this Agreement.

4. Any DBE firm working as a sub consultant under this Agreement must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.

5. The Consultant shall make every reasonable effort to replace a certified DBE firm that is unable to perform the provisions of this contract with another certified DBE firm.

10. CONSULTANT'S RESPONSIBILITY

A. CONSULTANT shall be an independent contractor, and is not an agent or employee of CITY. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting CONSULTANT in performance of these engineering services

- B. CONSULTANT shall be solely responsible for all matters relating to the payment of CONSULTANT'S employees including compliance with Social Security, Federal Minimum Wage Rates, withholding and all other regulations governing employee wages or salary.
- C. CONSULTANT shall provide services under this Agreement with the skill and care customarily exercised by similar professionals in the State of California when providing similar services.

11. CONSULTANT CERTIFIES COMPLIANCE

Consultant hereby agrees that it shall certify its compliance with federal, state, and/or local laws, regulations, or ordinances affecting employment, including those related to immigration and verification of lawful status and employability, by means of written notice to the City of Ridgecrest.

12. CONSTRUED ACCORDING TO CALIFORNIA LAW

The provisions of this Agreement will be construed in accordance with the laws of the State of California.

13. NON WAIVER

No covenant or condition of this Agreement to be performed by CONSULTANT can be waived except by the written consent of CITY. Forbearance or indulgences by CITY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the CONSULTANT. CITY shall be entitled to invoke any remedy available to CITY under this Agreement or by law or in equity despite said forbearance or indulgence.

14. INCORPORATION OF PRIOR AGREEMENTS AND AMENDMENTS

The Request for Proposal, including all addenda, is hereby incorporated by reference, except to the extent that the Request for Proposal, or addenda, conflict with the terms of this Agreement. This Agreement may be modified only by a duly executed written amendment. Any oral agreement or unwritten understanding pertaining to this Agreement shall not be effective.

15. PROCEDURE TO MODIFY AGREEMENT

Except as otherwise provided herein, the terms of this Agreement may only be modified by the written consent of the parties hereto.

16. NOTICES

Notices shall be sufficiently given hereunder if personally served upon the City Clerk's Office of the CITY or the CONSULTANT, or if sent by United States mail, postage prepaid, as follows:

To CITY:

City Clerk's Office
City of Ridgecrest
100 West California Ave.
Ridgecrest, CA 93555

To CONSULTANT:

The address to which the notices shall be mailed to either party may be changed by written notice given by such party to the other, as provided above but nothing herein contained shall preclude the giving of any such notice by personal service.

17. NO AUTHORITY TO BIND

CONSULTANT has no authority to bind CITY to any agreements or undertakings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized as of the day and year first above written

CITY OF RIDGECREST

By _____
Steven Morgan, Mayor
City of Ridgecrest

By _____
(Signature)

APPROVED AS TO FORM

(Typed Name)

City Attorney

By _____
Attorney

(Title)